

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
W81F8E-3240-1460

PAGE 1 OF 22

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW69-03-R-0034		6. SOLICITATION ISSUE DATE 19-Sep-2003					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARY L NEWMAN				b. TELEPHONE NUMBER (No Collect Calls) 304-399-5228		8. OFFER DUE DATE/LOCAL TIME 04:30 PM 23 Oct 2003					
9. ISSUED BY USACE, CONTRACTING DIVISION MARY L. NEWMAN, 502 8TH STREET HUNTINGTON WV 25701-2070 TEL: 304-399-5228 FAX: 304-399-5281		CODE DACW69		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7379 SIZE STANDARD: 1500 persons			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS				
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY CODE									
17a. CONTRACTOR/ OFFEROR FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)							
						42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

	Address	NPA-NXX	Max Burst Rate Opt 1	Price/Month	Max Burst Rate Opt 2	Price/Month	Max Burst Rate Opt 3	Price/Month	Installation
North Fork Of Pound Lake	USAED 7530 Old North Fork Road Pound VA	276-796	256	_____	512	_____	768	_____	_____
JW Flannagan Dam	USAED Route 1 Box 268 Haysi VA	276-835	256	_____	512	_____	768	_____	_____
Grundy Project Office	Route 460E and Riverview Drive Grundy, VA	276-935	256	_____	512	_____	768	_____	_____
Atwood Lake	USAED 3434 State Route 212 N Mineral City OH	330-343	128	_____	256	_____	512	_____	_____
Muskingum Area Office	USAED 5336 State Route 800 NE Dover OH	330-343	256	_____	512	_____	768	_____	_____
Bolivar Dam	USAED 11614 Glen Park Road NE Bolivar OH	330-874	128	_____	256	_____	512	_____	_____
Beach City Lake	USAED 5449 State Route 250 MW Beach City OH	330-878	128	_____	256	_____	512	_____	_____
Charles Mill Lake	USAED 2203 State Route 603 Lucas OH	419-368	128	_____	256	_____	512	_____	_____
Mohicanville Dam	USAED 2297 County Road 175 Lakeville OH	419-368	128	_____	256	_____	512	_____	_____
Pleasant Hill Lake	USAED 1041 County Road 3006 Perrysville OH	419-938	128	_____	256	_____	512	_____	_____
CPT A Meldahl Locks	USAED 2443 US 52 Felicity OH	513-876	256	_____	512	_____	768	_____	_____
Paintsville Lake	USAED 807 Kentucky Route 2275 Staffordsville KY	606-297	256	_____	512	_____	768	_____	_____
Fishtrap Lake	USAED 2204 Fishtrap Road Shelbiana KY	606-437	256	_____	512	_____	768	_____	_____
Greenup Locks	USAED 5121 New Dam Road Greenup KY	606-473	256	_____	512	_____	768	_____	_____
Grayson Lake	USAED Route 2 Box 258 Grayson KY	606-474	256	_____	512	_____	768	_____	_____
Big Sandy	USAED 114 North Vinson Street Louisa KY	606-638	256	_____	512	_____	768	_____	_____
Yatesville Lake	USAED State Route 1185 Louisa KY	606-686	256	_____	512	_____	768	_____	_____
Dewey Lake	USAED HC 70 Box 540 Van Lear KY	606-789	256	_____	512	_____	768	_____	_____
Construct W. Columbus	USAED 1596 West Broad Street Columbus OH	614-279	256	_____	512	_____	768	_____	_____

Leesville Lake	USAED 5037 Deer Road SW Bowerston OH	740-269	128		256		512		
Tappan Lake	USAED 86801 Eslick Road Urhichsville OH	740-269	128		256		512		
Delaware Lake	USAED 3920 US Highway 23 North Delaware OH	740-363	256		512		768		
Marietta Repair Station	USAED 100 Post Street Marietta OH	740-373	256		512		768		
Willow Island	USAED Route 1 Box 224 Newport OH	740-374	256		512		768		
Belleville Locks	USAED Route 1 Box 13A Reedsville OH	740-378	256		512		768		
Dillon Lake	USAED 4969 Dillon Dam Road Zanesville OH	740-454	256		512		768		
Alum Creek Lake	USAED 21937 Deer Crrek Road Mount Sterling Oh	740-548	256		512		768		
Clenderning Lake	USAED County Road 69 Tippecanoe OH	740-658	128		256		512		
Senecaville Lake	USAED 57005 Seneca Dam Road Senecaville OH	740-685	128		256		512		
Tom Jenkins Dam	USAED 23560 Jenkins Dam Road Glouster OH	740-767	128		256		512		
Mohawk Dam	USAED 36007 State Road 715 Warsaw OH	740-824	256		512		768		
Willis Creek Lake	USAED 49320 County Road 497 Coshocton OH	740-829	128		256		512		
Deer Creek lake	USAED 21897 Deer Crrek Road Mount Sterling Oh	740-869	512		512		768		
Piedmont Lake	USAED Route 1 Piedmont OH	740-968	128		256		512		
Paint Creek Lake	USAED 504 Reservior Road Bainbridge OH	937-365	256		512		768		
Host Sites									
District HQ	502 8th Street Huntington, WV	304-399	Vendor Proposal		Vendor Proposal		Vendor Proposal		
Robert C Byrd Locks	USAED Route 1 Box 115 Gallipolis Ferry WV	304-576	T-1		T-1		T-1		

Provide quotes on the contract line items as listed above. Services that cannot currently be provided should be indicated by N/A (not applicable). If an alternate proposal is to be considered, provide a complete description. Installation charges are on a one time only basis.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2004	1	INFORMATION REQ & PLANNING BR JONATHAN CONWELL 502 8TH STREET HUNTINGTON WV 25701-2070 FOB: Destination	H1I0D00
0002	28-AUG-2003	1	N/A FOB: Destination	

STATEMENT OF WORK FOR
Local Telephone and Data Service
For Kentucky, Ohio, & Virginia
US ARMY ENGINEER
DISTRICT HUNTINGTON

1. SCOPE: The Huntington District US Army Corps of Engineers has a need for local telephone and data services which shall include, as a minimum but not limited to, local access for commercial subscriber lines, local exchange access analog trunks, local exchange access digital trunks, local exchange digital (ISDN PRI) trunk, directory number, foreign exchange access lines, transport channel services, emergency 9-1-1 service access, local and Intra-LATA access, interconnection with Inter-LATA, Intra-LATA exchange carrier, public listings, number portability, SONET, and Data services, in our Kentucky, Ohio, & Virginia field sites.

For informational purposes only, the District HQ is serviced by copper facilities provided from Verizon, and (2) two diverse path fiber optic SONET rings provided by both CFW Communications dba Ntelos and West Virginia FiberNet LLC.

The District currently anticipates the need for frame relay data, or comparable services originating at each field location and terminating into the district office in Huntington, West Virginia, and optionally to it's Robert C. Byrd Locks & Dam alternative site in Apple Grove West Virginia.

The contract is optionally available for use by all Districts and their remote project offices within the Great Lakes and Ohio River Division (CELRD) including the two Division Regional Offices located at Cincinnati, OH and Chicago, IL. The Districts within CELRD are located in Chicago, IL, Buffalo, NY, Detroit, MI, Pittsburgh, PA, Louisville, KY, Nashville, TN, and Huntington, WV. <http://www.lrd.usace.army.mil>

To facilitate and clarify the requirements to be met by this contract, only the Huntington District has a current service requirement. <http://www.lrh.usace.army.mil>

The Huntington District consists of approximately fifty-five (55) remote small offices, located throughout Ohio, Kentucky, Virginia, and West Virginia. The scope, of this solicitation, is currently limited to the Kentucky, Ohio, and Virginia locations, but can be extended, to include, other states at a future date.

The data traffic mostly consist of office automation applications, such as electronic mail, Internet browsing, & file sharing. We anticipate adding Voice over IP traffic in the near future.

Due to security regulations, internet access is centrally provided at the Army Corps Headquarters level, and is not currently a requirement in this contract.

The locations, addresses, bandwidth, and NPA/NXX, are attached in Appendix A. The remote office's frame relay service is currently provided by Bell South in Kentucky, Verizon in Ohio & Virginia, and is interconnected via an Network-to-Network Interchange (NNI) provided by Intermedia, a MCI/Worldcom company. Each site may require future voice and data services of various capacities including POTS, DS0, ISDN, DS1, DS3, or greater.

The Carrier shall provide services in accordance with the rates, terms, and conditions set forth in the applicable tariffs of the carrier, as filed with, and approved by, each location's State Public Service Agency, and the Federal Communications Commission.

The vendor can submit proposals on all or any combination of locations and services.

2. TASKS:

- (1) Supply data service from the remote field sites to the District HQ office & optionally to the Robert C. Byrd Locks and Dam alternative site. Provide future data services, when available and needed. Appendix A list the current bandwidth requirement at each field site. The carrier will provide a design proposal with the necessary capacity to accommodate traffic originating from the field locations to the district office with only minimal oversubscription. It is anticipated that the bandwidth to the alternative location would be oversubscribed since it will be used only in rare instances. Bandwidth rates can be adjusted based on current and future needs of the government.
- (2) Services will be terminated at the District HQ building's demarcation point on the 1st floor main telephone closets, using our existing Synchronous Optical Network (SONET) ring independently provided by both Ntelos, or FiberNet, or other high capacity, high availability optical based technology delivered over fiber optic cabling providing redundant paths to the local telephone serving office arranged by the carrier. If SONET access is not feasible, alternate proposals will be evaluated. Services terminated at the Robert C. Byrd alternative site shall be made by the most cost effective means available.
- (3) Terminate service, at each field office's demarcation point, using the most cost effective, and reliable means currently available. Where advantageous, the Government reserves to right to request service delivery over fiber optic cable to any field office. These associated installation cost will be independently negotiated with the carrier. Where advantageous to the carriers, fiber will be provided at no charge to the government.
- (4) Supply installation, inside wiring, diagnostics and troubleshooting on a time and material basis.
- (5) Provide monthly billing service. Billing shall be itemized by location. Provide sample of the billing format that will be used. Provide monthly billing detail on CD-ROM, if available.
- (6) Quote as an option to provide, install, manage, and maintain the Channel Service Unit/Data service unit (CSU/DSU) at each location.
- (7) Provide a proposal and quotation with itemized recurring and nonrecurring cost by location.

4. SERVICE LEVEL AGREEMENTS

Technical Support

- (1) All services must be monitored by a network operation group twenty-four (24) hours, and seven (7) days weekly. Proactive steps shall be taken to resolve any issues. This includes remote resetting of equipment, diagnostics, stress testing, and trouble ticket generation, notification, and onsite dispatch.

- (2) Provide a toll free number customer service number for trouble reporting. Customer service representatives must be available twenty-four (24) hours, and seven (7) days weekly to received and generate trouble tickets.
- (3) Trouble tickets must be responded within one (1) hour, and resolved within four (4) hours.

Billing

- (1) All billing disputes must be tracked, addressed, and resolved with in thirty (30) days.

Network Uptime

- (1) Vendor must demonstrate voice and data systems which have 99.999% availability.

6. PERSONNEL QUALIFICATIONS:

- (1) All LEC Carrier's technical personnel who will be assigned to this contract effort, and will work on the premises may be required to have a background investigation, or security clearance completed prior to commencing work. The vendor shall provide the names, dates of birth, and social security numbers for all such personnel upon award of this contract to the Contracting Officer Technical Representative (COTR) or their designee upon request. This information will be provided to the Army Corps of Engineers. There is no charge to the Vendor for this service.
- (2) All on-site personnel must present valid government issued identification, and company identification to be admitted to the facility.

6. VENDOR RESPONSIBILITIES: The LEC Carrier shall be responsible for:

- (1) Ensuring that all areas in which work is performed are left clean and free of debris;
- (2) Removing and replacing ceiling tiles associated with maintenance or installation of telecommunication services;
- (3) Removing all debris and scrap wire generated in the performance of the contract;
- (4) Repairing and returning to its original condition, at no cost to the Government, all surfaces (to include, but not limited to floors, walls, ceilings, doors and windows), which are damaged or marred by vendor personnel;
- (5) Ensuring that all moves, additions, or changes to the vendor-furnished and installed telecommunications services are approved by the District designee. The Government will not be responsible for furnished and/or installed services that are not approved by the government.

7. EVALUATION: The government will award a contract to the responsible vendor(s) whose proposal is most advantageous to the government, and demonstrate technical capability, past performance, ability to handle the workload. Within approximately twenty-five (25) pages or less, please submit (3) three copies of documents detailing the following information below. Previous proposals, information, and/or oral presentations received by the Government thru market research will not be used in the evaluation. Vendor must submit a complete proposal. The proposals will be evaluated using the criteria listed below.

- (1) Provides a summary of technical capabilities, financial information, and corporate background.
- (2) Summarizes vendor's entire telecommunication infrastructure, and describe the infrastructure which will service these area(s).
- (3) Lists how the services described above would or could be satisfied.
- (4) Demonstrates the ability to provide accurate billing.
- (5) Demonstrates ability to meet satisfactory implementation schedules.
- (6) Provides cost of the service, including both initial non-recurring charges for installation, and recurring monthly service charges.
- (7) Proposed implementation, test, and acceptance plan.
- (8) Provides evidence of satisfactory experience, and past performance in providing similar services to comparable sized business organizations.
- (9) Fully disclose the underlying carrier(s) being proposed.

8. GOVERNMENT FURNISHED PROPERTY: The Government will provide the following in support:
(a) Access to the facility, (b) AC Power, (c) existing telephone line documentation.

9. PLACE OF DELIVERY: The Vendor's personnel shall report to: See Attached

10 PERIOD OF SERVICE: The Vendor will provide the services stated in this statement of work beginning upon the date of the contract and shall, unless otherwise terminated in accordance with the provisions of this Contract, remain in effect for the base period beginning 1 November 2003 ending 30 September 2004, with the option to renew for four additional years.

11. SERVICE CONTRACT LINE ITEMS: The Vendor is not required to submit quotes on each contract line item listed in the solicitation. Services which are currently not provided shall be noted as Not Available (N/A). Any offerings which are comparable to a contract line item must be described, and the alternate proposal will be evaluated.

12 TECHNICAL POINT OF CONTACT:

Jon Conwell, Tel/Fax# 304-399-5918 email: JON.CONWELL@USACE.ARMY.MIL

13. SITE POINT OF CONTACT:

Robert Hall, Tel# 304-399-5920 email: ROBERT.D.HALL@LRH01.USACE.ARMY.MIL

Jerry Taylor, Tel# 304-399-5226 email: JERRY.TAYLOR.II@USACE.ARMY.MIL

Appendix A.

	Address	NPA-NXX	Max Burst Rate Opt 1	Max Burst Rate Opt 2	Max Burst Rate Opt 3
North Fork Of Pound Lake	USAED 7530 Old North Fork Road Pound VA 24279-9769	276-796	256	512	768
JW Flannagan Dam	USAED Route 1 Box 268 Haysi VA 24256-9739	276-835	256	512	768
Grundy Project Office	Route 460E and Riverview Drive Grundy, VA 24614	276-935	256	512	768
Atwood Lake	USAED 3434 State Route 212 N Mineral City OH 44656-9645	330-343	128	256	512
Muskingum Area Office	USAED 5336 State Route 800 NE Dover OH 44622-9610	330-343	256	512	768
Bolivar Dam	USAED 11614 Glen Park Road NE Bolivar OH 44612-9521	330-874	128	256	512
Beach City Lake	USAED 5449 State Route 250 MW Beach City OH 44608-9801	330-878	128	256	512
Charles Mill lake	USAED 2203 State Route 603 Lucas OH 48430-9606	419-368	128	256	512
Mohicanville Dam	USAED 2297 County Road 175 Lakeville OH 44638-9610	419-368	128	256	512
Pleasant Hill Lake	USAED 1041 County Road 3006 Perrysville OH 44864-9782	419-938	128	256	512
CPT A Meldahl Locks	USAED 2443 US 52 Felicity OH 45120-9717	513-876	256	512	768
Paintsville Lake	USAED 807 Kentucky Route 2275 Staffordsville KY 41256-9035	606-297	256	512	768
Fishtrap Lake	USAED 2204 Fishtrap Road Shelbiana KY 41562-9732	606-437	256	512	768
Greenup Locks	USAED 5121 New Dam Road Greenup KY 41144-9614	606-473	256	512	768
Grayson Lake	USAED Route 2 Box 258 Grayson KY 41143-9612	606-474	256	512	768
Big Sandy	USAED 114 North Vinson Street Louisa KY 41230-1150	606-638	256	512	768
Yatesville Lake	USAED State Route 1185 Louisa KY 41230-1107	606-686	256	512	768
Dewey Lake	USAED HC 70 Box 540 Van Lear KY 41265-9601	606-789	256	512	768
Construct W. Columbus	USAED 1596 West Broad Street Columbus OH 43223	614-279	256	512	768
Leesville Lake	USAED 5037 Deer Road SW Bowerston OH 44695-9621	740-269	128	256	512
Tappan Lake	USAED 86801 Eslick Road Urhichsville OH 44683-9614	740-269	128	256	512
Delaware Lake	USAED 3920 US Highway 23 North Delaware OH 43015-9708	740-363	256	512	768
Marietta Repair Station	USAED 100 Post Street Marietta OH 45750-0526	740-373	256	512	768
Willow Island	USAED Route 1 Box 224 Newport OH 45768-9722	740-374	256	512	768
Belleville Locks	USAED Route 1 Box 13A Reedsville OH 45772-9802	740-378	256	512	768
Dillon Lake	USAED 4969 Dillon Dam Road Zanesville OH 43701-9652	740-454	256	512	768
Alum Creek Lake	USAED 21937 Deer Creek Road Mount Sterling Oh 43143-9505	740-548	256	512	768
Clenderning Lake	USAED County Road 69 Tippecanoe OH 44699-0116	740-658	128	256	512

Senecaville Lake	USAED 57005 Seneca Dam Road Senecaville OH 43780-9678	740-685	128	256	512
Tom Jenkins Dam	USAED 23560 Jenkins Dam Road Glouster OH 45732-9727	740-767	128	256	512
Mohawk Dam	USAED 36007 State Road 715 Warsaw OH 43844-9534	740-824	256	512	768
Willis Creek Lake	USAED 49320 County Road 497 Coshocton OH 43812-9496	740-829	128	256	512
Deer Creek lake	USAED 21897 Deer Crrek Road Mount Sterling Oh 43143-9505	740-869	512	512	768
Piedmont Lake	USAED Route 1 Piedmont OH 43983-9801	740-968	128	256	512
Paint Creek Lake	USAED 504 Reservior Road Bainbridge OH 45612-9450	937-365	256	512	768
Host Sites					
District HQ	502 8th Street Huntington, WV	304-399	Vendor Proposal	Vendor Proposal	Vendor Proposal
Robert C Byrd Locks	USAED Route 1 Box 115 Gallipollis Ferry WV 25515-9721	304-576	T-1	T-1	T-1

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.232-18	Availability Of Funds	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical capability
 Past performance
 Ability to handle the workload
 Price

These factors are listed in descending order of importance. Technical and past performance, when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less
 ___ 51 - 100 ___ \$1,000,001 - \$2 million
 ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
 ___ 251 - 500 ___ \$3,500,001 - \$5 million
 ___ 501 - 750 ___ \$5,000,001 - \$10 million
 ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
 ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

X (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

 (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

 (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

 (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

 (ii) Alternate I (MAY 2002) of 52.225-3.

 (iii) Alternate II (MAY 2002) of 52.225-3.

 (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

 (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

 (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

 (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

 (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

 (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

 (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

 (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the end of the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.
(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

(End of clause)